

JUDGE KAPLAN

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

08 CV 3714

USDC SDNY

DOCUMENT

ELECTRONICALLY FILED

Doc #:

DATE FILED: 4/22/08

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In the Matter of the Complaint:

Civil Action No.

Of

SALT ROUTE, LTD., as Owner of the M/V
JOANNE I, For Exoneration from
Limitation of Liability.ORDER APPROVING PLAINTIFF'S
INTERIM STIPULATION FOR
VALUE, DIRECTING ISSUANCE
OF NOTICE, ENJOINING SUITS
AND DIRECTING THE FILING
OF CLAIMS

A Complaint having been filed herein on April 17, 2008, by Salt Route, Ltd., as Owner of the M/V JOANNE I, claiming the benefit of limitation of liability provided for in the Revised Statutes of the United States and the various statutes supplementary thereto and amendatory thereof, and also contesting the liability of plaintiff for any and all losses, damages, injuries and destruction done, or occasioned or incurred by, or resulting from the October 13, 2007 machinery breakdown sustained by the vessel while transiting the Panama Canal as described in the complaint herein or at any time during the voyage upon which plaintiff's vessel was then engaged, and said complaint also stating the facts and circumstances upon which said exoneration from or limitation of liability are claimed; and upon reading and filing the declaration of John Lightbown, filed herein on April 17, 2008 as to the pending freights and value of the M/V JOANNE I and an interim stipulation for value executed by Sea Cargo Ltd. in the sum of \$700,000 with interest at 6 percent per annum from April 17, 2008, having been approved by the Court and filed herein on or about April 17, 2008; and it appearing that claims have been made or are about to be made against plaintiff for losses, damages or injuries alleged to

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U.S. DISTRICT COURT
S.D.N.Y.

have occurred in consequence of events occurring during the voyage upon which the M/V JOANNE I was then engaged;

NOW, on motion of Hill Rivkins & Hayden LLP, attorneys for plaintiff, it is ORDERED that the above stipulation for value, with surety, deposited by the plaintiff with the Court for the benefit of claimants, in the sum of \$700,000.00 with interest as aforesaid, as security for the amount or value of the plaintiff's interest in the M/V JOANNE I and her pending freight, be and hereby is approved; and it is further

ORDERED that any claimant in these proceedings may, at any time, signify by written notice, filed with the Court and served upon other parties of record, its dissatisfaction with Sea Cargo Ltd. as surety herein. In the event of such notice, plaintiff shall within ten (10) business days of the receipt thereof cause security to be posted in the form provided by local Rule 67.3 of this Court, failing which the injunction entered concurrently herewith will be vacated as to all claimants, and the court will make such further orders as the justice of the cause may require; and it is further

ORDERED that the Court, upon motion, shall cause due appraisement of such value and may thereupon order said security increased or reduced if it finds the amount thereof insufficient or excessive; and upon demand, the Court may similarly order such increase or reduction if it finds that such an order is necessary to carry out the provisions of Section 4283 of the Revised Statutes (46 U.S.C. Section 183) as amended, in respect of loss of life or bodily injury; and it is further

ORDERED that a Notice issue out of and under the seal of this Court, citing all persons asserting claims with respect to which the complaint seeks exoneration or limitation and admonishing them to file their claim with the Clerk of this Court at the

United States Courthouse, 500 Pearl Street, New York, New York 10007, on or before JUNE 10, 2008, and to serve upon or mail to the attorneys for plaintiff a copy thereof on or before the same date, or be defaulted, with liberty to any person claiming damages as aforesaid who shall have presented his claim to the Clerk of this Court to answer said complaint and controvert any allegations made by plaintiff therein; and be it further

ORDERED that public notice of said Notice be given, as provided by Rule F, Supplemental Rules for Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure, by publication of a notice in The New York Law Journal, a newspaper published in New York, New York, once in each week for four (4) successive weeks before the return date of said Notice, and that plaintiff not later than the day of the second publication shall mail a copy of said Notice to every person or entity known to have any claim against the vessel or plaintiff or to his attorney, if known, and in cases of death to the decedent at his last known address, if known; and it is further

ORDERED that the beginning or prosecution of any and all suits, actions or proceedings of any nature or description whatsoever against plaintiff herein and/or any of its property, except in the present proceeding, in respect of any claim arising out of, occasioned by, consequent upon or connected with the aforesaid machinery breakdown of the M/V JOANNE I on October 13, 2007, or arising during the voyage upon which the vessel was then engaged be and they hereby are stayed and restrained until the hearing and determination of this proceeding; and it is further

ORDERED that service of this Order as a restraining Order may be made through the Post Office by mailing a conformed copy thereof to the person or persons to be restrained, or to their respective attorneys.

Dated: New York, NY
April 21, 2008



U.S.D.J.

004ORDER

Caspar F. Ewig (CE4027)
Hill Rivkins & Hayden LLP
Attorneys for Plaintiff
45 Broadway
New York, NY 10006

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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In the Matter of the Complaint

Of

Salt Route, Ltd., as Owner of the M/V
JOANNE I, For Exoneration from or
Limitation of Liability

Civil Action No.:
08 CIV 3714
**AD INTERIM
STIPULATION**

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WHEREAS Salt Route, Ltd., as Owner of the M/V JOANNE I is instituting a proceeding in this Court for limitation of and exoneration from his liability, if any, in respect of damage arising out of the facts of which are more particularly set forth in the Complaint filed or to be filed herein, or for any other matter arising during the voyage on which the vessel was then engaged, in which proceeding plaintiff prays, among other things, that the Court will cause due appraisal to be made of the value of its interest in the vessel upon a reference to be ordered, and that a notice may issue to all persons asserting claims with respect to which the complaint seeks limitation, admonishing them to file their respective claims with the Clerk of this Court and to serve on plaintiff's attorneys a copy thereof, and that an injunction issue restraining the beginning or prosecution of all claims and proceedings against plaintiff or its property with respect to

the matter in question, except in pursuance of the provisions of the notice to be issued herein; and

WHEREAS plaintiff wishes to prevent the further prosecution of any and all proceedings already instituted against it and the commencement of prosecution hereafter of any and all suits, actions or legal proceedings of any nature or description whatsoever in any and all courts, and also wishes to provide an ad interim stipulation for value and security for claims pending the ascertainment by reference of the amount or value of the interest of plaintiff in the vessel; plus security for costs in the amount of \$1,000.00, as set forth in Local Rule F;

NOW THEREFORE, in consideration of the premises, Salt Route, Ltd., by its attorney-in-fact Caspar F. Ewig hereby undertakes in the sum of \$701,000.00, with interest at 6 percent per annum thereon from the date hereof, that plaintiff will pay into the registry of this Court within ten (10) days after the entry of an order confirming the report of a Commissioner to be appointed to appraise the amount or value of plaintiff's interest in the vessel, the amount or value of such interest as thus ascertained or will cause to be filed in this proceeding a bond or stipulation for value in the usual form of surety in such amount; and, pending payment into Court of such amount or the giving of a stipulation for value thereof, this stipulation shall stand as security for all claims in said limitation proceeding.

Salt Route, Ltd. hereby submits itself to the jurisdiction of this Court for the sole purpose of any matter relating to or arising under or out of this stipulation and agrees to abide by all orders and decrees of the Court, intermediate or final, or to pay the amount awarded by the final decree rendered by this Court, or an Appellate Court if an appeal

intervene, up to the principal amount of this undertaking, with interest as aforesaid, unless the amount or value of plaintiff's interest in the vessel shall be paid into Court by plaintiff or a stipulation for value thereof shall be given as aforesaid in the meantime, in which event this stipulation shall be void.

The signing of this undertaking by Caspar F. Ewig shall not be construed as being binding upon him personally or binding Caspar F. Ewig, but is to be binding upon only Salt Route, Ltd.

Dated: April 17, 2008

Salt Route Ltd.

By: 

Caspar F. Ewig (CE4027)

As Attorney-in-Fact for the above limited purpose only as per authority received by fax on April 17, 2008.)

Ad Interim Stip